



## Grants for Research Terms and conditions

The following are the Nuffield Foundation's ("the Foundation's") standard *Terms and conditions* for research grants. **Before** applying for a grant the principal investigator ("PI") and the organisation that will be administering the grant (the "host institution") must check that these *Terms and conditions* are acceptable. Both the PI and the host institution are required to provide a statement confirming their acceptance of these *Terms and conditions* (as amended) when the *Full application* is submitted. We will then ask the host institution to reconfirm acceptance of the most recent *Terms and conditions* in response to the *Notice of award* or *Conditional award*. The PI is also bound by the *Terms and conditions* as are any co-investigators on the grant. The host institution or PI must therefore ensure that any co-investigators are made aware of and observe their responsibilities under these *Terms and conditions*. More detailed guidance on some of the conditions and the terminology used within this document is available in the *Guide for applicants* and *Guide for grant-holders*.

1. The PI and the host institution are responsible for completing the work detailed in the *Full application* and for incorporating any amendments agreed prior to the *Confirmation of award*. The PI and the host institution are also responsible for ensuring that grants are used solely for these purposes.
2. The PI and the host institution are responsible for meeting the requirements as set out in the *Confirmation of award* letter, including the delivery of *Interim reports*, *Communications plan*, main public report and *End of project assessment* to the dates specified (or subsequently agreed with the Foundation).
3. The PI and host institution must ensure that potential conflicts of interest are declared and subsequently managed. Conflicts of interest that are known at the time of application must be declared within the *Full application* while those that arise subsequently must be declared as soon as they become evident.
4. The host institution must ensure that all necessary ethical committee approvals, agreements about access, animal licences and requirements of regulatory authorities and other local governance frameworks are in place before the work begins and are maintained for the duration of the grant. The PI must notify the Foundation immediately of failure to gain access to research facilities or samples, or to gain ethical approval, or if any access, or legal or regulatory requirements, lapse or are revoked during the course of the grant.

5. The host institution must ensure that adequate business continuity plans are in place to ensure that operational interruptions to the research are minimised.
6. It is the responsibility of the host institution to manage the resources on the grant, including staff, and ensure that the grant is appropriately resourced for the duration of the project. The Foundation is not responsible for the employment of any staff associated with the grant or for their terms and conditions of employment, or for providing appropriate facilities for the work undertaken as part of the grant.
7. The host institution shall be liable for and shall indemnify the Foundation in full against any expense, liability, loss, claim or proceedings arising under statute or common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Foundation or otherwise arising out of or in the course of or caused by the activities of the grant.
8. The Foundation reserves the right to withhold funding or terminate an award at its sole discretion if the PI, the host institution, or any staff funded by the grant are in breach of any of these *Terms and conditions* or become unfit, unwilling or unable to pursue the work funded by the grant, or if the host institution becomes insolvent or goes into any form of liquidation. Where a grant is terminated, notice will be served one month prior to termination, during which time the project should be wound up in discussion with the Foundation, and after which no further costs will be met. In cases of substantial non-delivery of the project, the Foundation may also seek repayment of its funding.
9. In the event these *Terms and conditions* are breached, the Foundation also reserves the right to preclude the PI from applying for further funding and to notify the head of department at their host institution.
10. Neither the PI nor the host institution shall assign any of the rights and obligations arising under these *Terms and conditions* to another party without the prior written approval of the Foundation.

### **Changes to the project**

11. The PI must seek permission from the Foundation in advance of making any changes to the project, including but not limited to, the project design and delivery, personnel, timetable, budget (including budget categories and allocation between them), proposed outputs, and project start and end dates. Failure to do so may result in revision or termination of the grant, and the Foundation reserves the right not to fund work that we have not agreed should be undertaken.

### **Staffing**

12. The PI must inform the Foundation immediately if he or she intends to take any leave of absence or leave the host institution during the course of the grant. Decisions about transferring an award from one institution to another, or changing the PI, rest with the

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Foundation. In the event that an award is transferred, different *Terms and conditions* may apply.

13. The Foundation will not normally provide funds for staff to be appointed at, or promoted to, a higher level than that approved by Trustees. If staff are appointed at lower levels, the Foundation reserves the right to retain the balance.
14. The Foundation does not provide funds in respect of the Apprenticeship Levy.
15. The Foundation will not provide funds to cover costs incurred as a result of project staff being absent from the project as a result of parental leave, caring responsibilities, or sickness.
16. The PI must notify the Foundation in advance of seeking any financial support for the project from other sources. The PI must notify the Foundation immediately if any such request is successful.

### Budgets and financial monitoring

17. The PI and the host institution (and not the Foundation) are responsible for ensuring proper financial management of the grant and accountability for the use of charitable funds. Grants from the Nuffield Foundation should be treated as 'Restricted Funds' for accounting purposes.
18. The grant must be drawn down quarterly in arrears and must be accompanied by a table setting out expenditure against the same budget categories used in the spreadsheet sent out with the *Confirmation of award* letter.
19. The Foundation reserves the right to hold back 20% of the total grant amount pending satisfactory completion of the agreed work and all outputs.
20. In exceptional cases where the Foundation has agreed prior to the *Confirmation of award* that grant payments can be paid in advance, the *End of project assessment* should be accompanied by a full financial statement, which relates actual expenditure to the original budget described in the application. Any money that has been paid in advance but remains unspent must be repaid within 30 days of the *End of project assessment*.
21. Any significant collaboration with other institutions must be detailed in the application. If it is not, and VAT becomes payable on the services provided by a collaborating institution, the Foundation reserves the right not to fund the VAT element of those costs. Any VAT that is expected to be payable must be set out within the budget submitted as part of Full applications; budgets should be inclusive of all VAT and local taxes, where applicable.
22. The Foundation will fund salary increases arising from cost of living increases and/or routine spine point increases up to a ceiling of 5% per annum in total (with respect to the relevant budget category). These costs should be included in the budget of the *Full application*, but the Foundation will only fund actual costs.
23. Equipment with a value of less than £5,000 that is funded by a grant is donated to the host institution for the use of the project and remains the property of the host institution

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afterwards. The Foundation is not responsible for the housing, maintenance, insurance, or movement of any equipment either during or after the project. In cases where the equipment costs more than £5,000 and was purchased exclusively through funding by the Foundation, the Foundation must be consulted about its disposal, and in any disputed case will have the final say.

24. Equipment costs may include relevant upgrades that may be required to software or hardware during the lifetime of the project.
25. All expenditure must be incurred by the end date of the grant as specified in the *Confirmation of award* or as subsequently revised in agreement with the Foundation. Final claims must be submitted no later than six months after the end date of the grant, after which the Foundation will retain any unclaimed grant balances. The Foundation is not liable for funding any costs incurred after the end date of the project.

### **Dissemination, intellectual property, copyright and acknowledgement of the Foundation**

26. All projects funded through a research grant should produce at least one report which is freely and publicly available and produced in accordance with the requirements specified in the *Guide for grant-holders*. The Foundation will not provide the final funds for projects until the report is published and disseminated in accordance with the agreed *Communications plan*, and reserves the right to withhold up to 20% of the award amount for this purpose
27. PIs must inform the Foundation about all planned published outputs, giving the Foundation opportunity to review where agreed. PIs must give advance notice of all media releases relating to the grant within the timeframes specified in the *Guide for grant-holders*. PIs must also adhere to the requirements outlined in the *Guide for grant-holders* regarding use of the Foundation's logo and acknowledgement of the Foundation's funding in all media releases and all published outputs.
28. The Foundation does not allow the title "Nuffield" to be attached to a post, unit, project or product paid for from a grant without its prior written agreement.
29. Unless otherwise agreed, the Foundation requires all primary quantitative data collected in the course of a project to be deposited at an appropriate archive within one year of the completion of the grant.
30. The host institution is responsible for the identification, protection and exploitation of any intellectual property rights arising from the grant. The PI must notify the Foundation immediately if intellectual property rights of more than £10,000 are expected or likely, or arise unexpectedly. The host institution or PI must not dispose of intellectual property rights of £10,000 or more without the written permission of the Foundation. In exceptional circumstances, the Foundation may seek to recoup more than the cost of the original grant.
31. Where the Foundation makes a grant for the writing of a book or other scholarly work, copyright is retained by the author unless agreed otherwise in advance. In the case of joint funding the assignment of copyright should be agreed before a grant commences.

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The Foundation must be consulted about royalties totalling more than £10,000, and separate arrangements will apply.

### Reporting to the Foundation

32. It is the responsibility of the PI to keep the Foundation informed of progress of a project and particularly of important findings or emerging problems.
33. For grants lasting 12 months or more, the PI is required to submit *Interim reports* as specified in the *Confirmation of award* (or subsequently agreed) and in accordance with the requirements outlined in the *Guide for grant-holders*. *Interim reports* are for internal use by the Foundation only.
34. After the grant has ended, the PI must submit an *End of project assessment* using the *End of project assessment form* (which can be downloaded from the [Foundation website](#)) and in accordance with the requirements outlined in the *Guide for grant-holders*. The assessment must be submitted by the agreed due date. The *End of project assessment* is for internal use only.

### Data protection

35. The Foundation's privacy notice is available from <http://www.nuffieldfoundation.org/privacy-policy>
36. The PI and host institution are responsible for ensuring that all personal data processed in the delivery of the project is dealt with ethically and in compliance with the requirements of data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation.